DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

NMCRA COMMERCIAL GRANTS PROGRAM

REHABILITATION GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of ~~November~~ DECEMBER 20, 2019, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA"), having an address at 12330 N.E. 8th Street, North Miami, Florida 33161, and **17th AVENUE CENTER, LLC**, a Florida corporation (the "Grantee") having an address at P.O. Box 402188, Miami Beach, Florida 33140.

RECITALS

1. The Commercial Grants Program (the "Program") facilitates improvements to business and residential structures in the CRA's Community Redevelopment Area by providing financial assistance for, among other things, interior and exterior improvements, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The Program will fund up to fifty percent (50%) of the total cost of interior and/or exterior improvements to the owners or lessees of eligible commercial buildings in an amount up to One Hundred Thousand and 00/100 Dollars ($100,000.00) or such other higher amount as may be approved by the CRA Board per building on a reimbursement basis.

3. Grantee is the owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") with an address of 12603 N.W. 17th Avenue, North Miami, Florida 33167, and Grantee has applied to the CRA for a Rehabilitation Grant for the purpose of rehabilitating the Property including, but not limited to, new impact windows and doors, awnings, security installation, paint, light fixtures and landscaping.

4. The CRA has approved an award to the Grantee of a Rehabilitation Grant in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00) (the "Grant") for renovations on the Property in accordance with the terms and conditions of this Agreement including, but not limited to, the program guidelines attached hereto as Exhibit "B" and by this reference made a part hereof (the "Program Guidelines") and the scope of work and budget for the project attached hereto as Exhibit "C" and by this reference made a part hereof (the "Project" or "Scope of Work").

5. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. **Recitals; Program Guidelines.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and the obligation of the CRA to fund the Grant shall terminate one (1) year and ninety (90) days thereafter, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the CRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the CRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Section 3. **Scope of Work.** The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting, and construction of the Project. Grantee shall cause the Project to be commenced within ninety (90) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the "City"), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers, and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the CRA with copies of the fully executed architect and contractor agreements and, at the request of the CRA, copies of the plans and specifications for the Project. Grantee represents and warrants that it will only engage Florida licensed architects and contractors for the Project.

Section 4. **Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the CRA. Availability of Grant funds shall be determined by the CRA, in its sole discretion. The Grantee waives any and all claims against the CRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys, and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

Section 5. **Reimbursement Procedures.** The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the CRA. Payment shall be made in accordance with the following procedures:

5.1 Reimbursement Request. Reimbursement requests are to be in writing and presented to the CRA by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The CRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the CRA, the Grantee shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the CRA to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request. Notwithstanding the foregoing, the CRA may directly pay the Grantee's vendors provided that the CRA is provided with all documents required by Chapter 713, Florida Statutes, and the applicable contractor agreement(s) including partial and final waivers of lien, as well as a release by the Grantee, all in a form and substance acceptable the CRA. Notwithstanding anything in this Agreement to the contrary, the CRA, in its sole discretion, shall withhold and retain a minimum of twenty percent (20%) of the Grant as the final reimbursement, which final reimbursement amount will be withheld until the Grantee provides the CRA with written documentation, in a form and substance acceptable to the CRA in all respects, certifying that the Project (i) is completed, (ii) all inspections have been passed and finalized, (iii) all permits have been closed and (iv) a Certificate of Occupancy has been issued. The foregoing is in addition to the expenditure report required by Section 5.2 below.

5.2 Expenditure Report Required. As part of each reimbursement request, Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report and the CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA. The payment of any reimbursement request by the CRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

Section 6. Maintenance; Alterations.

6.1 Maintenance. Following Final Completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all exterior and interior repairs and maintenance, and replacements relative to the Scope of Work. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

6.2 Alterations. Following completion of the Project and for a period of five (5) years thereafter, the Grantee shall not, perform or caused to be performed any alterations to the Project including, without limitation, exterior or interior alterations and nonstructural or structural alterations without the prior written consent of the CRA in each instance; provided, however, the Grantee may make minor or cosmetic alterations without the consent of the CRA.

Section 7. Leasing Requirements. If the Property is a rental property, upon completion of the Project, at least fifty percent (50%) of the "leaseable" commercial space in the building must have leasing commitments for at least one (1) year. If leasing requirements are not met at the time of final inspection, the Grantee will be given one hundred eighty (180) days to submit a one (1) year lease agreement to the CRA for at least fifty percent (50%) of the "leaseable" commercial space in the building. If leasing requirements are not met after the extension, notwithstanding anything in this Agreement to the contrary, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 8. Occupation Requirements. The Grantee is required to open for business within thirty (30) days from completion of the Project. Proof of an operational business shall be in the form of City licenses (i.e., certificate of use and business tax receipt). If occupation requirements are not met, notwithstanding anything in this Agreement to the contrary, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 9. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA.

Section 10. Assignment. This Agreement and participation in the Program are not transferable to new property owners or lessees. New property owners or lessees must re-apply to participate in the Program and are subject to the "Past Program Participation" restrictions set forth in the Program Guidelines. If Grantee either (a) sells, transfers, or conveys the Property, either in whole or in part or (b) there is a change of (x) forty-nine percent (49%) or more of the ownership of Grantee or (y) control of the Grantee as exists on the Effective Date (either through a single transaction or the aggregate of multiple transactions) during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or Grant disbursements shall

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 11. Miami-Dade County Requirements. Grantee acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the CRA (the "ICA"). The Grantee agrees that such provisions constitute material obligations on the part of the Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

11.1 Community Benefits Agreements. The ICA requires all entities or contractors contracting with or receiving grants from the CRA for new commercial and residential developments to be constructed within the CRA Redevelopment Area in an amount of $200,000 or more, or such other amount as may be established by the Board of County Commissioners, to enter into a community benefits agreement with the CRA which will benefit primarily the residents of the CRA Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the CRA Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the CRA is required to ensure that such entity or contractor complies with wage requirements, as applicable, established by the County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible. Grantee and the CRA acknowledge and agree that (a) this Agreement is intended to constitute the community benefits agreement and (b) the Grantee is required to ensure compliance with wage requirements, as applicable, established by the County's Living Wage or Responsible Wage Ordinances, pursuant to Code Section 2-8.9 and 2-11.16, respectively, or pay higher wages and benefits, as are feasible.

11.2 Recovery of Grant Funds. The ICA requires the CRA to include in its contracts or grant agreements a "clawback" provision that requires the CRA to "clawback" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the CRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the CRA acknowledge and agree that Section 12 of this Agreement is intended to constitute the clawback provisions required by the ICA.

Section 12. Records, Reports, Audits, Monitoring and Review; Progress Reports.

12.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

12.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 13. Breach of Agreement; Remedies.

13.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate, and review the Grantee's Project; (f) a transfer or assignment occurs within five (5) years following completion of the Project as set forth in Section 9 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the CRA, (h) the Grantee discriminates in violation of any Federal, State, or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; (l) Grantee defaults in its obligations under any other agreements entered into between the CRA and Grantee and/or the City and Grantee; (m) an event of default occurs with respect to any loan to which the Grantee is the borrower; (n) Grantee fails to operate its business from the Property and/or (o) the Grantee fails to comply with the County requirements set forth in Section 11. With respect to subsection (m), the Grantee agrees to provide the CRA with copies of any notices of default given by any lender.

13.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 13.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

13.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

13.4 Security Interest. In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the CRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the CRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Grantee to CRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder including, but not limited to the maintenance requirements in Section 6 above, CRA's security interest under this Agreement shall terminate and CRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of CRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean: All furnishings, fixtures, equipment, and other personal property of Grantee, or in which Grantee has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with all additions, accessions, substitutions, changes, renewals, and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other personal property of Grantee now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2019) or as incorporated therein by reference therein.

Section 14. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs, or pre-judgment interest.

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

Section 15. **Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA: Larry M. Spring, Jr., Executive Director
North Miami Community Redevelopment Agency
12330 N.E. 8th Avenue
North Miami, Florida 33161
Telephone No. (305) 899-0272
Facsimile No. (305) 899-9376

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney
Fox Rothschild LLP
One Biscayne Tower
2 South Biscyane Boulevard, Suite 2750
Miami, Florida 33131
Telephone No. (305) 442-6540
Facsimile No. (305) 442-6541

Grantee: Milton Raijman
17th Avenue Center, LLC
P.O. Box 402188
Miami Beach, Florida 33140
Telephone No. (305) 335-4424
Facsimile No. (_____) _____

Section 16. **Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 17. **Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CRA's liability as set forth in Chapter 768,

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 18. Miscellaneous.

18.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the CRA relative to this Agreement during the construction of the Project.

18.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations. Without limiting the foregoing, Grantee agrees to comply with all legal requirements relative to any agreements between the City and the Grantee relative to the Project including, but not limited to, any Community Development Block Grant requirements such as payment of wages in accordance with the Davis-Bacon Act.

18.3 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the CRA Board and signed by the CRA and the Grantee.

18.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

18.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

18.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

18.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

18.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

18.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

18.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

18.13 Recording. Grantee agrees that the CRA may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the CRA and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

18.14 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

18.15 Grantee's Required Insurance Coverages. Grantee, at Grantee's expense, agrees to keep in force during the term of this Agreement:

(a) Commercial general liability insurance which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Property as well as business interruption insurance.

(b) All-risk property insurance (and builder's risk insurance during any periods of construction), including theft, sprinkler leakage, and boiler and machinery coverage on all of Grantee's trade fixtures, furniture, inventory, and other personal property in the Property, and on any alterations, additions, or improvements made by Grantee upon the Property all for the full replacement cost thereof. In the event of any casualty, theft, or any

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

other damage to the Property and/or the foregoing items, Grantee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory, and other personal property and for the restoration of Grantee's improvements, alterations, and additions to the Property but in no event shall such coverage be less than the amount of the Grant. Failure to promptly perform such replacement and/or restoration shall be a material default of this Agreement by the Grantee entitling the CRA to its rights and remedies hereunder.

All policies required to be carried by Grantee hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A - VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the CRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to CRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to CRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be maintained as set forth above shall include an endorsement for each policy showing that the CRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the CRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder.

18.16 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

17th AVENUE CENTER, LLC.
a Florida limited liability company

By: MANAGER
Milton Raijman
Manager

By: Isaac Raijman
Isaac Raijman
Manager MGR

CRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

DocuSigned by:
By: Philippe Bien-Aime
22181A07CC804C6...
Phillipe Bien-Amie
Chairman

DocuSigned by:
By: Larry M. Spring, Jr.
C23984DEA2724CF...
Larry M. Spring, Jr.
Executive Director

Attest:

DocuSigned by:
By:
BB47A3B4B262492...
Vanessa Joseph, Esq.
City Clerk

Approved as to form and legal sufficiency:

DocuSigned by:
By: Steven W. Zelkowitz
A2B3292EC2F1410...
Fox Rothschild LLP
CRA Attorney

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 20 day of ~~November~~ December, 2019, by Milton Raijman, as Manager of 17th Avenue Center, LLC, a Florida limited liability company, on behalf of the company, who (check one) [X] is personally known to me or [ ] has produced a _____ _____ as identification.

OFELIA BARILLAS
Notary Public - State of Florida
Commission # GG 257508
My Comm. Expires Oct 5, 2022
Bonded through National Notary Assn.

My Commission Expires:

Notary Public
Print Name: Ofelia Barillas

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 20 day of ~~November~~ December, 2019, by Isaac Raijman, as Manager of 17th Avenue Center, LLC, a Florida limited liability company, on behalf of the company, who (check one) [X] is personally known to me or [ ] has produced a _____ _____ as identification.

OFELIA BARILLAS
Notary Public - State of Florida
Commission # GG 257508
My Comm. Expires Oct 5, 2022
Bonded through National Notary Assn.

My Commission Expires:

Notary Public
Print Name: Ofelia Barillas

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this ____ day of November 2019, by Philippe Bien-Aime, as Chairman of the North Miami Community Redevelopment Agency, who (check one) [ ] is personally known to me or [ ] has produced a Florida driver's license as identification.

_____
Notary Public
My Commission Expires: Print Name:_____

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this ____ day of August 2019, by Larry M. Spring, Jr., as Executive Director of the North Miami Community Redevelopment Agency, who (check one) [ ] is personally known to me or [ ] has produced a Florida driver's license as identification.

_____
Notary Public
My Commission Expires: Print Name:_____

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

EXHIBIT "A"

Legal Description of the Property

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 2, SHEPARTD HEIGHTS, according to the Plat thereof, as recorded in Plat Book 51, Page 39, of the Public Records of Miami-Dade County, Florida.

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

EXHIBIT "B"

Program Guidelines

DocuSign Envelope ID: 8A6E03AB-3BA7-46DF-A949-2F311BE38461
DocuSign Envelope ID: A1A342D5-101D-4883-B4D6-C89ADB783A02

EXHIBIT "C"

Scope of Work